

United States District Court  
Eastern District of Michigan

MARLON HAUGABOOK,

Plaintiff,

Civil No.

v.

Honorable  
Mag. Judge

UNITED STATES SECRETARY OF  
HOUSING AND URBAN  
DEVELOPMENT and FINANCIAL  
FREEDOM SENIOR FUNDING  
CORPORATION,

Defendants.

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**Notice of Removal**

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Defendant, United States Secretary of Housing and Urban Development, petitioner herein, by her attorneys, pursuant to 28 U.S.C. §§ 1442(a)(1), 1444 and 1446, hereby removes this action (Case No. 23-002095-CH), which is now pending in Wayne County Circuit Court for the State of Michigan from said state court to the United States District Court for the Eastern District of Michigan, Southern Division.

This action is subject to removal because plaintiff seeks to sue the United States of America under 28 U.S.C. § 2410 and any action brought under section 2410 against the United States may be removed by the United States to the district

court of the United States in which the action is pending. 28 U.S.C. § 1444.

The above-entitled action was filed against defendants on or about February 15, 2023; an Amended Complaint was filed on March 27, 2023; formal service of process was made upon the petitioner on or about May 4, 2023. Copies of all process and pleadings in possession of petitioner are attached hereto.

For removals of suits covered by 28 U.S.C. § 1442, removal of the entire action by the federal government alone is hereby effected without requiring the consent of the other parties in the Notice of Removal. *See* 28 U.S.C. § 1446(b)(2); 14C *Wright, Miller & Cooper, Federal Practice and Procedure: Jurisdiction 3d*, § 3727 at 166-68 & nn. 74 & 75; 16 *Moore's Federal Practice*, §§ 107.15[1][b][v] at 107-122.7; 107.15[1][b][iii] at 107-122.3 & n.26; 107.15[1][b][i] at 107-117; *Johnson v. Showers*, 747 F.2d 1228, 1229 (8th Cir. 1984).

Respectfully submitted,

Dawn N. Ison  
United States Attorney

*s/Jennifer L. Newby*

Jennifer L. Newby (P68891)  
Assistant U.S. Attorney  
211 W. Fort St., Ste. 2001  
Detroit, MI 48226  
(313) 226-0295  
Jennifer.Newby@usdoj.gov

Date: June 2, 2023

**Certificate of Service**

I hereby certify that on June 2, 2023, I electronically filed the foregoing paper with the Clerk of the Court using the ECF system.

I further certify that I have mailed by U.S. mail the foregoing paper to the following non-ECF participants:

Shakeena Gezell Melbourne  
23205 Gratiot Ave., #354  
Eastpointe, MI 48021-1641

*s/Jennifer L. Newby*

---

Jennifer L. Newby (P68891)  
Assistant U.S. Attorney  
211 W. Fort St., Ste. 2001  
Detroit, MI 48226  
(313) 226-0295  
Jennifer.Newby@usdoj.gov

cert mail OK  
05/04/23

Approved, SCAO

Original - Court  
1st Copy- Defendant2nd Copy - Plaintiff  
3rd Copy -ReturnSTATE OF MICHIGAN  
THIRD JUDICIAL CIRCUIT  
WAYNE COUNTY

## SUMMONS

CASE NO.  
23-002095-CH  
Hon.Dana Margaret Hathaway

Court address : 2 Woodward Ave., Detroit MI 48226

Court telephone no. : 313-224-2444

Plaintiff's name(s), address(es), and telephone no(s)  
Haugabook, Marlon

v

Defendant's name(s), address(es), and telephone no(s).  
United States Secretary of Housing and Urban  
Development

USAO-EDM 23MAY 4 PM 12:47

Plaintiff's attorney, bar no., address, and telephone no

Shakeena Gezell Melbourne 78958  
23205 Gratiot Ave # 354  
Eastpointe, MI 48021-1641**Instructions:** Check the items below that apply to you and provide any required information. Submit this form to the court clerk along with your complaint and, if necessary, a case inventory addendum (form MC 21). The summons section will be completed by the court clerk.**Domestic Relations Case**

- ☐ There are no pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint.
- ☐ There is one or more pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint. I have separately filed a completed confidential case inventory (form MC 21) listing those cases.
- ☐ It is unknown if there are pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint.

**Civil Case**

- ☐ This is a business case in which all or part of the action includes a business or commercial dispute under MCL 600.8035
- ☐ MDHHS and a contracted health plan may have a right to recover expenses in this case. I certify that notice and a copy of the complaint will be provided to MDHHS and (if applicable) the contracted health plan in accordance with MCL 400.106(4).
- ☐ There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.
- ☐ A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has

been previously filed in ☐ this court, ☐ \_\_\_\_\_ Court,

where it was given case number \_\_\_\_\_ and assigned to Judge \_\_\_\_\_.

The action ☐ remains ☐ is no longer pending.

Summons section completed by court clerk.

SUMMONS

**NOTICE TO THE DEFENDANT:** In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. **YOU HAVE 21 DAYS** after receiving this summons and a copy of the complaint to **file a written answer with the court** and serve a copy on the other party **or take other lawful action with the court** (28 days if you were served by mail or you were served outside this state).
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.
4. If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you fully participate in court proceedings, please contact the court immediately to make arrangements.

Issue date  
2/15/2023Expiration date\*  
5/17/2023Court clerk  
John Flanagan

Cathy M. Garrett- Wayne County Clerk.

\*This summons is invalid unless served on or before its expiration date. This document must be sealed by the seal of the court.

MC 01 (9/19)

SUMMONS

MCR 1.109(D), MCR 2.102(B), MCR 2.103, MCR 2.104, MCR 2.105



STATE OF MICHIGAN  
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

Marlon Haugabook.

Plaintiff,

V.

Case No. -CH

United States Secretary of  
Housing and Urban Development and  
Financial Freedom Senior Funding Corporation.

Defendant.

\_\_\_\_\_/

Upton Law, PLLC  
Shakeena Melbourne (P78958)  
Attorney for Plaintiff  
23205 Gratiot Ave. #354  
Eastpointe, MI 48021  
(248) 677-2019  
Uptonlawpllc@gmail.com

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COMPLAINT

A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in the State of Michigan District Court, where it was given case number 22392030. The action remains pending.

**NOW COMES** Plaintiff, Marlon Haugabook ("Plaintiff"), by and through counsel, Upton Law, PLLC for his cause of action against Defendants, United States Secretary of Housing and Urban Development ("HUD"), relating to the property located at 14610 Prest Street, Detroit, Michigan 48227, and respectfully shows unto this Honorable Court as follows:

1. Plaintiff is a resident of Wayne County, Michigan.
2. Defendant, United States Secretary of Housing and Urban Development ("HUD").
3. Defendant Financial Freedom Senior Funding Corporation, a subsidiary of Lehman Brothers Bank, FSH.



4. Beginning October 7, 1970 and continuing until February 5<sup>th</sup>, 2015, legal title to the real property located at 14610 Prest Street, Detroit, Michigan 48227 was transferred via warranty deed to Mary E. Haugabook and Jimmie Lee Haugabook, her husband.
5. Attached as Exhibit A is Death Certificate of Jimmie Lee Haugabook, whom died on April 28, 1988.
6. Mary E. Haugabook resided at the real property until her death on June 2, 2016. See Death Certificate attached as Exhibit B.
7. Plaintiff is the birth son of Mary E. Haugabook who moved into the property prior to 2015 to care for his mother's medical health and has remained at the property since her death on June 2, 2016.
8. Prior to Mary E. Haugabook's death, Mary E. Haugabook, as widow, conveyed the real property to Plaintiff via quit claim deed dated February 5<sup>th</sup> 2015, legally described as:

LOT 91 AVON PARK SUBDIVISIONS OF W. 1/2 OF N.W. 1/4 OF SECTION 19, EXCEPT THE SOUTH 16 3/4 ACRES, AND N. 1/3 OF N.W. 1/4 OF SECTION 19, T.1S., R. 11E., GREENFIELD TWP., WAYNE CO., MICHIGAN. AS RECORDED L. 30,P.98 PLATS, W.CR.

Tax I.D. 22048583. Commonly Known Address: 14610 Prest Detroit, MI 48277

Together with all singular tenements; hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum One Dollar (\$1.00) Exempt under MSA 7.456(5)(a) MCL207.526(6)(a)

(hereinafter referred to as "Property").

9. Attached as Exhibit C is a true and accurate copy of the Property Transfer Affidavit and Quit Claim Deed dated February 5, 2015 filed September 22, 2021 according to the Wayne County's Records.
10. Pursuant to a Quit Claim Deed filed with the Register of Deed on August 25, 2015, Plaintiff became the owner of and at all times mentioned in this Complaint, was in possession of the Property.
11. This matter concerns events that occurred in Wayne County, Michigan, and property situated in Wayne County, Michigan.
12. Venue and jurisdiction are proper pursuant to MCL 600.605 and 600.1605.

COUNT I—QUIET TITLE

13. Plaintiff restates and incorporates by reference the allegations in the preceding paragraphs as though fully set forth in this complaint.
14. Pursuant to MCL 600.2932(1) “[a]ny person, whether he is in possession of the land in question or not, who claims any right in, title to, equitable title to, interest in, or right to possession of land, may bring an action in the circuit courts against any other person who claims or might claim any interest inconsistent with the interest claimed by the plaintiff, whether the defendant is in possession of the land or not.”

*A. Open and Notorious*

15. Plaintiff has an equitable interest to the Property as the sole person in possession of the Property as early as 2011.
16. After taking possession of the Property, Plaintiff notified Financial Freedom of his mother’s death as well as his legal right to ownership.
17. Plaintiff has not been forced to pay any rent or mortgage since taking possession of the Property.
18. Instead, Plaintiff has had exclusive, complete, actual, open, notorious, hostile, and continuous possession of the Property adverse to defendants for more than 15 years.
19. Plaintiff has paid all taxes levied or assessed against the property and all other assessments during the past 15 years. Plaintiff has made and paid for all repairs, upkeep, and the insurance on the property for 15 years. See *Connelly v. Buckingham*, 136 Mich App 462; 357 NW2d 70 (1984). Examples of exclusive use may include cutting the grass, trimming trees, planting flowers, installing sprinklers and other acts of dominion demonstrating that the property is exclusively your property.
20. Furthermore, the Court in *Mackinac Island Dev Co v Burton Abstract & Title Co*, 132 Mich App 504; 349 NW2d 191 (1984) considered numerous factors such as the erection and maintenance of a fence, the maintenance of the land and the use of the land such as picnics and skiing.
21. Here, Plaintiff has been present at the Property by personally mowing the grass, plowing the snow, greeting neighbors and assisting with the maintenance and upkeep of the Property for others to see.

22. Defendant has failed to pay for any taxes, insurance, or upkeep on the Property and its claims to ownership cause great and irreparable harm to the Plaintiff.
23. Plaintiff and his predecessors have excluded others and held the property under a claim of right as described above. The Court in *Connelly v. Buckingham*, 136 Mich App 462; 357 NW2d 70 (1984) stated, “‘Claim of title’ is where one enters and occupies land, with the intent to hold it as his own, against the world, irrespective of any shadow or color or right or title.” (citation omitted).
24. The Court of Appeals held that it was not necessary that the party in possession “should have expressly declared his intention to hold the property as his own, nor need his claim thereto be a rightful one.” *Id.*
25. The mere fact of actions and conduct that demonstrates a claim of ownership is enough to meet this element that the Plaintiff has occupied the Property openly.

*B. Legally protected interest.*

26. A party does not have any standing in a quiet title action unless there is a legally protected interest in jeopardy of being adversely affected. *Bryan v JPMorgan Chase Bank*, 304 Mich App 708, 715; 848 NW2d 482 (2014).
27. On or about February 5, 2015 Mary Haugabook deeded the Property to her son, Marlon Haugabook as a legacy and future estate planning.
28. Prior to her passing in 2016, Marlon moved into the Property to help his mother with her medical issues and old age.
29. In 2021, the homeowner’s insurance lapsed.
30. When the Plaintiff attempted to reinstate the homeowner’s insurance he was informed that he would need to have the Property in his name in order to reinstate the homeowner’s insurance.
31. As such, the Plaintiff filed the Quit Claim Deed his mother gave him in 2015.
32. Thereafter, he was able to get homeowner’s insurance, in September of 2021.
33. It was not until May of 2022 when the Defendants administered a non-judicial foreclosure.
34. Mary passed away in 2016.
35. Between 2016- 2021, the Defendants did not file any claims of interest, mailed any statements regarding the reverse mortgage or filed any documentation in any court in the State of Michigan regarding the loan or any delinquencies regarding its mortgage.



36. For nearly 5 years, the Defendants knew or had knowledge that Mary passed away and did nothing to collect on its interest.
37. Unless Defendants are enjoined from asserting its adverse claim to the Property, Defendant will continue to assert its adverse claim resulting in irreparable harm, damage, and injury to Plaintiff because the Defendants are currently trying to evict the Plaintiff from the Property and claiming a full ownership interest in the Property.
38. More specifically on March 16, 2022, HUD filed its Notice of Default and Foreclosure Sale of the Property on May 10, 2022 was recorded with Wayne County Register of Deeds.
39. Pursuant to MCR 3.411(H) "Except for title acquired by adverse possession, the judgment determining a claim to title, equitable title, right to possession, or other interests in lands under this rule, determines only the rights and interests of the known and unknown persons who are parties to the action, and of persons claiming through those parties by title accruing after the commencement of the action."
40. Furthermore, the adverse claims of Defendants tend to depreciate greatly the value of the Property as it has failed to do anything regarding the Property for nearly 7 years.

*C. Plaintiff's continuous use of the Property*

41. Plaintiff's mother, Mary, as predecessor in title, occupied and possessed the property to the full extent of the borders identified in Exhibit C.
42. Her occupancy and possession was actual, visible, open, notorious, exclusive, continuous, and uninterrupted for over 15 years until the death of Plaintiff's mother in 2016.
43. A person seeking adverse possession is allowed to add his predecessor's period of possession if they can establish privity of the estate in an instrument of conveyance such as a deed or parole references at the time of the conveyance.
44. This is possible if the person can show that the privity existed at the time of the conveyance. a person seeking adverse possession is permitted to add his predecessor's period of possession if they can establish privity of estate in an instrument of conveyance such as a deed or parol references at the time of the conveyance. See *Dubois v Karazin*, 315 Mich 598, 605-606; 24 NW2d 414 (1946); *Siegal v Renkiewicz Estate*, 373 Mich 421, 425; 129 NW2d 876 (1964) and *Caywood v Dep't of Natural Resources*, 71 Mich App 322, 334; 248 NW2d 253 (1976), *lv den* 399 Mich 845 (1977).

45. After receiving title from his mother, Plaintiff occupied and possessed the property to the full extent of the borders identified in Exhibit A. His occupancy and possession was actual, visible, open, notorious, exclusive, continuous, and uninterrupted, constituting a period in excess of 15 years.
46. The Court in *Mackinac Island Dev Co v Burton Abstract & Title Co*, 132 Mich App 504; 349 NW2d 191 (1984) considered numerous factors such as the erection and maintenance of a fence, the maintenance of the land and the use of the land such as picnics and skiing.

**WHEREFORE**, Plaintiff respectfully requests that this Honorable Court enter its judgment as:

- a. that Defendant, and any persons claiming under Defendant, be required to set forth the nature of their claims to Plaintiff's Property;
- b. all adverse claims to Plaintiff's Property be determined by a decree of this court;
- c. to decree, declare, and adjudge that Plaintiff owns Property in equity, and is entitled to the quiet and peaceful possession of Property, and that Defendant and all persons claiming under Defendant have no estate, right, title, lien, or interest in or to Property or any portion of the Property;
- d. to permanently enjoin Defendant and all persons claiming under Defendant from asserting any adverse claim to Plaintiff's title to Plaintiff's Property;
- e. to permanently enjoin Defendant and all other persons claiming under Defendants from entering the Property; and
- f. awarding to Plaintiff the costs of this action, including attorney fees, and such other and further relief as this court deems just and appropriate.

Dated: February 14, 2023

Respectfully Submitted,  
/s/Shakeena G. Melbourne  
Shakeena Melbourne (P78958)  
Attorney for Plaintiff  
Upton Law, PLLC  
23205 Gratiot Ave. #354  
Eastpointe, MI 48021  
(248) 677-2019  
Lawyer@uplawpllc.com

## EXHIBIT A



COUNTY OF WAYNE MICHIGAN									
TYPE PRINT IN PERMANENT BLACK INK		LF		STATE OF MICHIGAN DEPARTMENT OF COMMUNITY HEALTH CERTIFICATE OF DEATH		STATE FILE NUMBER <b>3825777</b>			
CF		<b>3396</b>							
DECEDENT		1. NAME AT BIRTH OR OTHER NAME USED FOR PERSONAL BUSINESS (Include all names)				2. DATE OF BIRTH (Month, Day, Year)		3. SEX	
		MARY ELIZABETH HAUGABOOK				FEB. 20, 1932		FEMALE	
		4. NAME AT BIRTH OR OTHER NAME USED FOR PERSONAL BUSINESS (Include all names)				5. AGE (Years, Months, Days)		6. DATE OF DEATH (Month, Day, Year)	
		MARY ELIZABETH FERGUSON				84		JUNE 2, 2016	
		7. LOCATION OF DEATH (If death occurred in a hospital, include name of hospital)				8. CITY, VILLAGE OR TOWNSHIP OF DEATH		9. COUNTY OF DEATH	
		HENRY FORD HOSPITAL				DETROIT		WAYNE	
		10. CURRENT RESIDENCE (City, State)		11. COUNTY		12. STREET AND NUMBER (Include apt. No. if applicable)		13. DECEASED'S EDUCATION (What is the highest degree or level of school completed at date of death?)	
		MICHIGAN		WAYNE		14610 PREST		8TH GRADE	
		14. ZIP CODE		15. BIRTHPLACE (City and State or Country)		16. SOCIAL SECURITY NUMBER		17. DECEASED'S EDUCATION (What is the highest degree or level of school completed at date of death?)	
		48227		MATTIAND, WEST VIRGINIA		4626		8TH GRADE	
		18. RACE (American Indian, Asian, Black, etc. If Asian, give nationality)		19. ETHNICITY (American, Asian, Asian American, English, French, Dutch, etc. If not of these races, give race and ethnic group)		20. HISPANIC ORIGIN (Yes or No)		21. WAS DECEASED EVER IN THE U.S. ARMED FORCES? (Yes or No)	
		BLACK		AFRICAN AMERICAN		NO		NO	
		22. USUAL OCCUPATION (Give kind of work done during most of working life. Do not use medical terms)		23. KIND OF BUSINESS OR INDUSTRY		24. MARITAL STATUS (Married, Widowed, Divorced, Single)		25. NAME OF SURVIVING SPOUSE (If spouse give name, age, and address)	
		NURSE'S AIDE		MEDICAL/HEALTH		WIDOWED			
PARENTS		26. FATHER'S NAME (First, Middle, Last)				27. MOTHER'S NAME BEFORE FIRST MARRIED (First, Middle, Last)			
		GENE FERGUSON				CORA SCOTT			
INFORMANT		28. INFORMANT'S NAME (First, Middle, Last)		29. RELATIONSHIP TO DECEASED		30. MAILING ADDRESS (Street and Number or Rural Route Number, City or Village, State, Zip Code)			
		CHEVOKA ROWE		DAUGHTER		23880 MORTON ST, OAK PARK, MI 48203			
DISPOSITION		31. METHOD OF DISPOSITION (Burial, Cremation, Entombment, Donation, Anatomical, Other)		32. PLACE OF DISPOSITION (Name of Cemetery, Crematory, or other location)		33. LOCATION (City or Village, State)			
		BURIAL		MT. HOPE MEMORIAL GARDENS CEMETERY		LIVONIA, MICHIGAN			
		34. SIGNATURE OF SURVIVING SPOUSE (If deceased)		35. LICENSE NUMBER (If deceased)		36. NAME AND ADDRESS OF FUNERAL FACILITY			
		<i>[Signature]</i>		6537		SWANSON FUNERAL HOME, INC. 14751 W. MCNICHOLS RD. DETROIT, MI 48235			
CERTIFICATION		37. I, the undersigned, being a duly qualified medical examiner, hereby certify that the deceased died on the date and at the place and from the cause stated on this certificate.		38. ACTUAL TIME FROM ONSET OF DEATH TO TIME OF EXAMINATION (If death occurred in a hospital, include name of hospital)		39. TIME FROM ONSET OF DEATH TO TIME OF EXAMINATION (If death occurred in a hospital, include name of hospital)		40. TIME FROM ONSET OF DEATH TO TIME OF EXAMINATION (If death occurred in a hospital, include name of hospital)	
		8h, 10m		6/2/16		0610		H	
		41. DATE OF EXAMINATION (Month, Day, Year)		42. LICENSE NUMBER		43. MEDICAL EXAMINER'S CASE NUMBER		44. NAME OF ATTENDING PHYSICIAN (If other than examiner, give name and address)	
		6/5/16		4301083410				Kephore in hospital	
		45. NAME AND ADDRESS OF PHYSICIAN (If other than examiner, give name and address)				46. DATE OF DEATH (Month, Day, Year)			
		GUNA WICKERMAN 2799 W Grand Boulevard, Detroit, MI 48202				JUN 08 2016			
CAUSE OF DEATH		47. PART I: Enter the immediate cause of death, and if necessary, the sequence of events leading to it. (Do not repeat events such as cardiac arrest, respiratory arrest, etc.)				48. APPROXIMATE DURATION OF EACH CAUSE OF DEATH (If death occurred in a hospital, include name of hospital)			
		Acute respiratory failure				Days			
		Anoxic brain injury				Days			
		Cardiac arrest				Days			
		Squamous cell carcinoma of left lungs				Weeks			
		PART II: (Other significant conditions contributing to death but not meeting the criteria for cause of death as in Part I)				49. IF IT IS MALE, WAS HE MARRIED AT THE TIME OF DEATH? (Yes or No)			
						Yes			
		50. MAIN CAUSE OF DEATH (Accident, Suicide, Homicide, Natural, Indeterminate or Pending)				51. WAS AN AUTOPSY PERFORMED? (Yes or No)			
		Natural				No			
		52. DATE OF DEATH (Month, Day, Year)				53. TIME OF DEATH (Hour, Minute)			
		JUN 02 2016				10:10			
EXAMINER		44. PLACE OF EXAMINATION (City, State)		45. TYPE OF EXAMINATION (Autopsy, Clinical, etc.)		46. SIGNATURE OF EXAMINER (Print Name)		47. SIGNATURE OF EXAMINER (Signature)	
		DETROIT		CLINICAL		Cathy M. Garrett		Cathy M. Garrett	
		48. PLACE OF EXAMINATION (City, State)		49. TYPE OF EXAMINATION (Autopsy, Clinical, etc.)		50. SIGNATURE OF EXAMINER (Print Name)		51. SIGNATURE OF EXAMINER (Signature)	
		DETROIT		CLINICAL		Cathy M. Garrett		Cathy M. Garrett	
		52. DATE OF EXAMINATION (Month, Day, Year)		53. TIME OF EXAMINATION (Hour, Minute)		54. SIGNATURE OF EXAMINER (Print Name)		55. SIGNATURE OF EXAMINER (Signature)	
		JUN 02 2016		10:10		Cathy M. Garrett		Cathy M. Garrett	
		56. DATE OF EXAMINATION (Month, Day, Year)		57. TIME OF EXAMINATION (Hour, Minute)		58. SIGNATURE OF EXAMINER (Print Name)		59. SIGNATURE OF EXAMINER (Signature)	
		JUN 02 2016		10:10		Cathy M. Garrett		Cathy M. Garrett	
		60. DATE OF EXAMINATION (Month, Day, Year)		61. TIME OF EXAMINATION (Hour, Minute)		62. SIGNATURE OF EXAMINER (Print Name)		63. SIGNATURE OF EXAMINER (Signature)	
		JUN 02 2016		10:10		Cathy M. Garrett		Cathy M. Garrett	

143832 JUN 08 2016

Cathy M. Garrett  
Cathy M. Garrett  
WAYNE COUNTY CLERK

Death Records

WARNING: IT IS ILLEGAL TO DUPLICATE THIS COPY BY PHOTOSTAT OR PHOTOGRAPH



## EXHIBIT B

AUG 12 2021  
DATE

Cathy M. Garrett  
CATHY M. GARRETT  
Wayne County Clerk

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

## EXHIBIT C

Michigan Department of Treasury  
2756 (Rev. 05-16)

L-4260

**Property Transfer Affidavit**

This form is issued under authority of PA 415 of 1994. Filing is mandatory.

This form must be filed whenever real estate or some types of personal property are transferred (even if you are not recording a deed). The **completed Affidavit must be filed by the new owner with the assessor for the city or township where the property is located within 45 days of the transfer.**

The information on this form is NOT CONFIDENTIAL.

1. Street Address of Property <b>14610 PREST</b>	2. County <b>WANYE</b>	3. Date of Transfer (or land contract signed) <b>02/05/2015</b> <del>9-22-21</del>
4. Location of Real Estate (Check appropriate field and enter name in the space below) <input checked="" type="checkbox"/> City <input type="checkbox"/> Township <input type="checkbox"/> Village	5. Purchase Price of Real Estate <b>---</b>	
7. Property Identification Number (PIN). If you don't have a PIN, attach legal description. <b>PIN</b> . This number ranges from 10 to 25 digits. It usually includes hyphens and sometimes includes letters. It is on the property tax bill and on the assessment notice. <b>22048583.</b>	6. Seller's (Transferor) Name <b>JIMME HAUGABOOK</b> <b>MARLY HAUGABOOK</b>	
	8. Buyer's (Transferee) Name and Mailing Address <b>MARLON HAUGABOOK</b> <b>14610 PREST DET MI 48227</b>	
	9. Buyer's (Transferee) Telephone Number <b>313 268 6433</b>	

**Items 10 - 15 are optional. However, by completing them you may avoid further correspondence.**

10. Type of Transfer. <u>Transfers</u> include, but are not limited to, deeds, land contracts, transfers involving trusts or wills, certain long-term leases and business interest. See page 2 for list. <input type="checkbox"/> Land Contract <input type="checkbox"/> Lease <input checked="" type="checkbox"/> Deed <input type="checkbox"/> Other (specify) _____		
11. Was property purchased from a financial institution? <input type="checkbox"/> Yes <input type="checkbox"/> No	12. Is the transfer between related persons? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	13. Amount of Down Payment
14. If you financed the purchase, did you pay market rate of interest? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	15. Amount Financed (Borrowed)	

**EXEMPTIONS**

Certain types of transfers are exempt from uncapping. If you believe this transfer is exempt, indicate below the type of exemption you are claiming. If you claim an exemption, your assessor may request more information to support your claim.

- ☐ Transfer from one spouse to the other spouse
- ☐ Change in ownership solely to exclude or include a spouse
- ☒ Transfer between certain family members \*(see page 2)
- ☐ Transfer of that portion of a property subject to a life lease or life estate (until the life lease or life estate expires)
- ☐ Transfer between certain family members of that portion of a property after the expiration or termination of a life estate or life lease retained by transferor \*\* (see page 2)
- ☐ Transfer to effect the foreclosure or forfeiture of real property
- ☐ Transfer by redemption from a tax sale
- ☐ Transfer into a trust where the settlor or the settlor's spouse conveys property to the trust and is also the sole beneficiary of the trust
- ☐ Transfer resulting from a court order unless the order specifies a monetary payment
- ☐ Transfer creating or ending a joint tenancy if at least one person is an original owner of the property (or his/her spouse)
- ☐ Transfer to establish or release a security interest (collateral)
- ☐ Transfer of real estate through normal public trading of stock
- ☐ Transfer between entities under common control or among members of an affiliated group
- ☐ Transfer resulting from transactions that qualify as a tax-free reorganization under Section 368 of the Internal Revenue Code.
- ☐ Transfer of qualified agricultural property when the property remains qualified agricultural property and affidavit has been filed.
- ☐ Transfer of qualified forest property when the property remains qualified forest property and affidavit has been filed.
- ☐ Transfer of land with qualified conservation easement (land only - not improvements)
- ☐ Other, specify: \_\_\_\_\_

CITY OF DETROIT  
OFFICE OF THE ASSESSOR

SEP 22 2021

PTA FEE DUE \$200  
INITIALS *HA***CERTIFICATION**

I certify that the information above is true and complete to the best of my knowledge

Printed Name <b>MARLON HAUGABOOK</b>		Date <b>9-22-21</b>
Signature <i>M. Haugabook</i>		E-mail Address
Name and title, if signer is other than the owner	Daytime Phone Number <b>313-268-6433</b>	



09/22/2021 11:45

Bernard J. Youngblood  
Wayne County Register of Deeds

2021348261 L: 57048 P: 1360  
09/22/2021 11:45 AM DC Total Pages: 2



## Wayne County Register of Deeds Coversheet

Submitted Document Follows This Coversheet

Beranged J. Youngblood  
Wayne County Register of Deeds

2021348259

L: 57048 P: 1357

09/22/2021 11:45 AM QCD Total Pages 1

**QUIT CLAIM DEED  
STATUTORY FORM**

KNOW ALL MEN BY THESE PRESENTS: That Grantor(s) ~~JIMMIE LEE HAUGABOOK (WHOSE DEATH~~  
~~CERTIFICATE IS ATTACHED) AND~~ MARY E. HAUGABOOK (WIFE)

The address of which is: 14610 PREST STREET DETROIT, MICHIGAN 48227

Quit claim(s) to Grantee(s): MARLON HAUGABOOK

Whose address is: 14610 PREST STREET DETROIT, MICHIGAN 48227

The following described premises situated in of CITY OF DETROIT  
County of Wayne and the State Of Michigan

**Legal Description:**

LOT 91 AVON PARK SUBDIVISION OF W. 1/2 OF N. W. 1/4 OF SECTION 19, EXCEPT THE  
SOUTH 16 3/4 ACRES, AND N. 1/3 OF N.W. 1/4 OF SECTION 19, T. 1 S., R 11E., GREENFIELD TWP.,  
WAYNE CO., MICHIGAN. AS RECORDED L. 30, P. 98 PLATS, W. C. R.

Tax I.D. 22048583. *Commonly Know Address # 14610 prest Detroit, MI 48227*

Together with all singular tenements; herediaments and appurtenances thereunto belonging or in  
anywise appertaining, for the sum of One Dollar (\$1.00) Exempt under MSA 7.456(5) (a) MCL 207.526 (6) (a)

Dated this 5th day of FEBRUARY 2015 A.D.

*Mary E. Haugabook*  
Signature MARY E. HAUGABOOK

STATE OF MICHIGAN )

COUNTY OF WAYNE ) SS

The foregoing instrument was acknowledged before me this, FEBRUARY 5<sup>TH</sup> 2015 by  
MARY E. HAUGABOOK

*Sabrina H. Lowe*  
Notary Public, acting in Wayne County

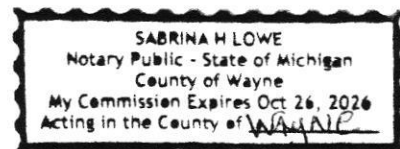
My commission expires *October 26, 2026*

Prepared by and Returned to:

MARY HAUGABOOK

14610 PREST STREET

Detroit, Michigan 48227



**STATE OF MICHIGAN**  
**IN THE WAYNE COUNTY THIRD JUDICIAL CIRCUIT COURT**  
(Civil Division)

**MARLON HAUGABOOK,**

Plaintiff,

v.

**Civil Case No. 23-002095-CH**  
**Hon. John Flanagan**

**U. S. HOUSING AND URBAN  
DEVELOPMENT *et al*,**

Defendant,

---

Shakeena G. Melbourne (P78958)  
Plaintiff/Counter-Defendants  
Upton Law PLLC  
*Attorney for Plaintiff*  
23205 Gratiot Avenue, #354  
Eastpointe, MI 48021  
(248) 677-2019  
[lawyer@uplawpllc.com](mailto:lawyer@uplawpllc.com)

---

**AMENDED COMPLAINT**

A CIVIL ACTION BETWEEN THESE PARTIES OR OTHER PARTIES ARISING OUT OF THE TRANSACTION OR OCCURRENCE ALLEGED IN THE COMPLAINT HAS BEEN PREVIOUSLY FILED IN THE STATE OF MICHIGAN DISTRICT COURT, WHERE IT WAS GIVEN CASE NUMBER 22392030. THE ACTION REMAINS PENDING.

This suit arises out of a wrongful foreclosure, violation of the constitutional right of due process and breach of covenant of good faith and fair dealing. This case concerns a home equity conversion mortgage, also known as an "HECM" or "reverse mortgage," and an insurance program run by the United States Department of Housing and Urban Development ("HUD"). The HECM program, authorized by section 255 of the National Housing Act (NHA) (12 U.S.C. 1715z-20), is

FHA's reverse mortgage insurance program. The regulations for this program are codified in 24 CFR part 206.

### **PARTIES**

1. The Plaintiff is Marlon Haugabook. He is the owner of 14610 Prest, Detroit Michigan, ("Subject Property") by way of Deed. Also, he is an heir to his mother, Mary E. Haugabook, who had a reverse mortgage on subject property. He is a resident of the state of Michigan. (Exhibit "A" – Warranty Deed).
2. Defendant, United States Department of Housing and Urban Development ("HUD") is governed by sovereign immunity doctrine, which bars "any suit in law or equity, commenced or prosecuted against one of the agencies of the United States." U.S. Const. amend. XI. In this case, it is argued that the sovereign immunity is waived by HUD's action in filing for (a) nonjudicial foreclosure and (b) subjugating themselves to the State of Michigan by filing eviction proceedings against this Plaintiff. To require this Plaintiff would be required to go elsewhere to defend himself, which is inherently unfair, costly and time-consuming.
3. There are three exceptions to Eleventh Amendment immunity: (1) "Congress may abrogate immunity by statute;" (2) "suits against a state official seeking prospective injunctive relief . . .;" and (3) waiver by the state. *Carten v. Kent State Univ.*, 282 F.3d 391, 398 (6th Cir. 2002) (citing *Ex parte Young*, 209 U.S. 123, 28 S.Ct. 441, 52 L.Ed. 714 (1908); *Lawson v. Shelby Cnty.*, 211 F.3d 331 (6th Cir. 2000)).
4. Served upon the Office of General Counsel for HUD, Amanda Shaughnessy, Chief Counsel, located at Detroit Field Office, McNamara Federal Building, 477 Michigan Avenue, Floors 16 & 17. Detroit, MI 48226



5. The Defendant, Financial Freedom Senior Funding Corporation, a subsidiary of Lehman Brothers Bank, FSH, whose resident agent is Corporation Service Company. The address is 601 Abbott Road, East Lansing, Michigan 48823.

#### **JURISDICTION AND VENUE**

6. Venue is proper in this Court, pursuant to MCL 600.1621 and by MCL 600.1605.
7. Jurisdiction is proper pursuant to MCL 600.601; as the amount in controversy exceeds Twenty-Five Thousand Dollars, (\$25,000.00).
8. This court has personal jurisdiction over Plaintiff Haugabook.
9. This court has personal jurisdiction over Defendant Financial Freedom Senior Funding Corporation.
10. The actions taken by the U. S. Department of Housing and Urban Development reflects a waiver of sovereign immunity.
11. The events, transactions, and occurrences forming the factual nexus and subject matter of Plaintiff's complaint against Defendants.

#### **GENERAL FACTS**

12. The Act 12 U.S.C. § 1715z-20 states that the purpose of this Section is to authorize the Secretary to carry out a program of mortgage insurance designed for one of two purposes:  
(1) to meet the special needs of elderly homeowners by reducing the effect of the economic hardship caused by the increasing costs of meeting health, housing, and subsistence needs at a time of reduced income, through the insurance of home equity conversion mortgages to permit the conversion of a portion of accumulated home equity into liquid assets; and  
(2) to encourage and increase the involvement of mortgagees and participants in the

mortgage markets in the making and servicing of home equity conversion mortgages for elderly homeowners.

13. The intent of the Home Equity Conversion Mortgage program is to ease the financial burden on elderly homeowners facing increased health, housing, and subsistence costs at a time of reduced income. FHA's mission is to serve underserved markets.
14. HUD implemented the anti-displacement intent of reverse mortgages. They attempted to reach back to contracts that existed prior to August 4, 2014. HUD issued additional requirements in Mortgagee Letter 2015-15. They created the Mortgagee Optional Election ("MOE") which allows a reverse-mortgage lender, at its election, to assign the reverse mortgage to FHA when the last surviving borrower dies, and the lender has met certain criteria. Once the reverse mortgage is assigned to HUD, the surviving spouse would be protected from displacement as long as they continue to maintain eligibility (e.g., they must continue to reside in the property secured by the reverse mortgage).
15. HUD recently finalized rules that revise the HECM program guidelines in 82 Fed. Reg. 7094 (Jan. 19, 2017). The regulations were effective September 19, 2017. The reverse mortgage regulations codified many of the policies previously announced by HUD through its Mortgagee Letters and other guidance.
16. Deferring the Due and Payable Status for Eligible Non-Borrowing Spouse. *Acquisition and Sale of Property*. This rule replaces the requirement that the property be sold for at least 95 percent of the appraised value with a more flexible provision which allows the Commissioner to lower this amount as necessary to adapt to market conditions and other factors.

17. *Cash for Keys*. This rule provides an incentive for parties with legal authority to dispose of a property that serves as the security for a HECM to complete a deed in lieu of foreclosure more quickly. The rule also applies the Cash for Keys incentive when a bona fide tenant vacates the property prior to an eviction being initiated by the mortgagee in the case of a foreclosure.
18. This rule grants the Commissioner the flexibility to increase the minimum amount of time a mortgagee shall grant the borrower or bona fide tenant to vacate the property and the authority to establish the amount of the financial incentive.

#### **SIGNIFICANT FACTS OF THE CASE**

19. On or about the 7<sup>th</sup> of October, 1970, Jimmie Lee Haugabook and Mary E. Haugabook, as husband and wife, as well as the parents of the Plaintiff, purchased real property located at 14610 Prest, Detroit Michigan. (Exhibit “A” – Warranty Deed)
20. On or about November 6, 2003, the mother of Plaintiff, Mary E. Haugabook, executed, as mortgagor, in favor of Financial Freedom Senior Funding Corporation, a subsidiary of Lehman Brothers Bank, FSB, as mortgagee, which was recorded November 26, 2003 at Liber 39629, Page 709, Wayne County Records.
21. The Defendants stated that the mother of Plaintiff, Mary E. Haugabook signed a mortgage that contained language which stated “Lender may require immediate payment in full of all sums secured by this Security Instrument if . . . (a) Borrower dies and the property is not the principal residence of at least one surviving Borrower . . . .”
22. The Plaintiff, Marlon Haugabook, lived with his mother and assisted her prior to her death.

23. On February 15, 2015, the mother, sole owner, signed a quit claim deed to her son, the Plaintiff. The mother of Plaintiff, Mary E. Haugabook died. Due to the signed Deed. The Plaintiff was the legal owner of the real property and not merely an "heir."
24. There came a time which Mary E. Haugabook died and Plaintiff notified Defendant of the death of his mother.
25. The Plaintiff continued to live in the home and is current on all housing expenses, including taxes, insurance, and utilities; he was eligible for assignment under the 2015-15 MOE in every way.
26. When the Plaintiff notified the Defendant of the death of his mother and that he was the actual owner of the property; the Defendant failed to tell the Plaintiff of his legal rights and/or options to clear the debt. For example, that as the legal owner and heir that under federal law, the law permits heirs who inherit property with reverse mortgages are only liable for the smaller of the full loan balance or 95% of the home's appraised value, whichever is less.
27. The Defendant failed to provide the fact that as the legal owner and heir that he could have had six months to satisfy the debt and if they are still actively seeking financing, heirs can contact the servicer and request a 90-day extension.
28. The Defendant failed to disclose the options that the owner of the property and heir could take to resolve the problem. They did not offer assistance for financial counseling that may help with (a) pay back the loan, (b) sell the home and use the proceeds to repay the reverse mortgage, (c) deed the home to the lender, etc.



29. The Defendants were quite aware that their failure would injure the Plaintiff. In the comment in 82 Fed. Reg. 7094 (Jan. 19, 2017) HUD acknowledges that thirty days after a deferral period cease is not a sufficient time frame to cure a default.
30. The Defendant alleges that they sent the Notice of Default and Foreclosure Sale was sent on March 16, 2022, to Plaintiff.
31. The Defendant also alleges that on April 5, April 12 and April 19, 2022, they published in the Detroit Legal News the Foreclosure Sale.
32. Finally, the Defendant states that that they sold the real property at the foreclosure sale which was held on May 10, 2022 at 11:00am, at the Wayne County Courthouse in Detroit, Michigan. From the time that notice of default was sent through the actual foreclosure was less than forty-five days. This was unreasonable.
33. HUD and their mortgage servicers knew that there were issues with non-borrowing owners on property that was held as their collateral. In 82 Fed. Reg. 7094 (Jan. 19, 2017) , it was stated “that HUD understands the potential issues that could arise from shared legal ownership of a property, . . . These individuals whether added before or after origination would have certain legal rights as would any other legal owner of a property.”
34. Plaintiff alleges defendant violated his civil rights of due process. The Plaintiff was not allotted reasonable notice or an opportunity to cure.
35. “To establish a procedural due process claim, a plaintiff must show (1) he had a life, liberty, or property interest protected by the Due Process Clause; (2) he was deprived of this protected interest; and (3) the state did not afford him adequate procedural rights prior to depriving him of the . . . interest.” *Jasinski v. Tyler*, 729 F.3d 531, 541 (6th Cir. 2013) (internal quotation marks omitted). “The Supreme Court has described ‘the root

requirement' of the Due Process Clause as notice and an opportunity to be heard before one is deprived of a significant property interest." Wedgewood Ltd. Partnership I v. Township Of Liberty, Ohio, 610 F.3d 340, 354 (6th Cir. 2010), quoting Cleveland Board of Education v. Loudermill, 470 U.S. 532, 542 (1985).

## **COUNT I**

### **Violation of Article I § 17, Right of Due Process**

36. The Plaintiff repeats and realleges all allegations contained in paragraphs 1 through 35 of the Complaint as it fully restated herein.
37. The failure to provide for notice, mediation and afford the opportunity to appropriately defend is a denial of Plaintiff's civil rights including equal access to the laws of the state of Michigan.
38. Article 1 section 17 states ". . . nor be deprived of life, liberty or property, without due process of law. The right of all individuals, firms, corporations and voluntary associations to fair and just treatment in the course of legislative and executive investigations and hearings shall not be infringed."
39. The Defendants arbitrarily relied upon an agreement that the Plaintiff was not a party. As a legal owner of real property by Deed. A third party, no matter what their relations may be to the Plaintiff, does not have the right to limit notice or defense.
40. A nonjudicial foreclosure is provided by an agreement, however, here in this case, there is no agreement between these parties.
41. The Defendants still had an obligation to notify the Plaintiff of his rights including mediation and payoff of the debt.
42. As HUD acknowledges, the owner has certain rights, and Plaintiff was denied those rights.

43. It was the action of the Defendants that caused the Plaintiff to be denied the right of Due Process in this foreclosure action.
44. The Plaintiff lost his property to an unlawful foreclosure of real estate.
45. The Plaintiff lost his ability to receive proceeds from sale.
46. The Defendants were the cause of his injury in fact.

## **COUNT II**

### **BREACH COVENANT OF GOOD FAITH AND FAIR DEALING**

47. The Plaintiff repeats and realleges all allegations contained in paragraphs 1 through 35 of the Complaint as fully restated herein.
48. The Plaintiff acting in good faith, called and communicated with the Defendants concerning the death of his mother and stated that he had a Deed that she executed giving him the property.
49. He was not just an heir, but a lawful owner of the property and resided on the premises.
50. The Defendants, in response, hastily filed a nonjudicial foreclosure action.
51. The Defendants failed to communicate to him his rights as owner of property that is subject to their Deed of Trust.
52. The Plaintiff has shown: (1) he has suffered an "injury in fact" that is (a) concrete and particularized and (b) actual or imminent, not conjectural or hypothetical; (2) his injury is fairly traceable to the challenged action of the defendant; and (3) it is "likely, as opposed to merely speculative," that the injury will be redressed by a favorable decision. *Lujan v. Defenders of Wildlife*, 504 U.S. 555, 560-61, 112 S.Ct. 2130, 119 L.Ed.2d 351 (1992).
53. Plaintiff suffered an injury in fact when his primary residence was wrongfully foreclosed and he faces a risk of displacement in the pending foreclosure action

54. The Defendants are the cause of his injuries. Causation can be established when an injury is produced by a "determinative or coercive effect upon the action of someone else."

55. Here. HUD's regulations set the terms of the subject reverse mortgage, and HUD's regulations required RMS to foreclose upon the Plaintiff.

56. The Plaintiff lost his property to an unlawful foreclosure of real estate.

57. The Plaintiff lost his ability to receive proceeds from sale.

58. The Defendants were the cause of his injury in fact.

### **COUNT III**

#### **VIOLATION OF 24 C.F.R. Section 206.125**

59. The Plaintiff repeats and realleges all allegations contained in paragraphs 1 through 58 of the Complaint as fully restated herein.

60. In 24 C.F.R. § 206.125, which is a part of the rules that governs foreclosures states, "The mortgagee shall commence foreclosure of the mortgage within six months of the due date defined in § 206.129(d)(1)." ML 2015-15.

61. It goes on to say that "If the lender fails to foreclose in time, HUD imposes a financial penalty: withholding any further interest the lender could have earned on the loan. 24 C.F.R. § 206.129(d)(2)(x). HUD's regulatory scheme is sufficiently "determinative" upon Defendant to meet the causation standard.

62. Here, a disclosure of interest included in payoff is required. What period, how open and why interest is derived should have been explained in full to the Plaintiff.

63. Failure to disclose all accounting causes injury to the Plaintiff.



64. Is Plaintiff not only being denied his property through a wrongful foreclosure, but are proceeds that should be provided to him given to the lenders without so much as a review by the owner of the property?
65. Plaintiff has adequately alleged causation for his regulation challenges.
66. Also, the lender sought the wrongful foreclosure by relying upon the loan terms as found in the signed 2003 documents but failed to consider the Mortgagee Optional Elections (MOE) and other modifications that were instituted by HUD to protect the surviving spouse and heirs.
67. Understanding that this may happen, HUD fashioned prospective relief in a "Mortgagee Letter" directed to participating private lenders, requiring all reverse mortgages issued after August 4, 2014, to include a Deferral Period. ML 2014-07 (April 24, 2014). The Deferral Period postpones a reverse mortgage's due and payable status (and subsequent foreclosure) until the death of the last eligible non-borrowing spouse.
68. The Defendants did not provide a deferral period to the Plaintiff.
69. This prevented the Plaintiff an opportunity to respond and seek assistance.
70. His home was taken in a wrongful foreclosure.
71. Proceeds of the sale were not appropriately applied.

#### **COUNT IV**

##### **ENTITLED TO A JUDICIAL FORECLOSURE AS A MATTER OF LAW**

72. The Plaintiff repeats and realleges all allegations contained in paragraphs 1 through 71 of the Complaint as it fully restated herein.

73. The Defendants do not have an executed agreement with this Plaintiff, Marlon Haugabook.

They do not have a Deed of Trust nor a note that creates a contract that allows them to foreclosure on deeded property.

74. The Plaintiff has suffered “irreparable injury.”

75. An agreement entered into by a third party should limit the rights of this Plaintiff nor should it be an avenue for a quick foreclosure in the hopes of denying the rights of the Plaintiff.

76. The Plaintiff lost his property to an unlawful foreclosure of real estate.

77. The Plaintiff lost his ability to receive proceeds from sale.

78. The Defendants were the cause of his injury in fact.

#### **COUNT V**

#### **VIOLATION OF 12 CFR PART 1024 REGULATION X § 1024.40 CONTINUITY OF CONTACT**

79. The Plaintiff repeats and realleges all allegations contained in paragraphs 1 through 78 of the Complaint as it fully restated herein.

80. The Plaintiff is the owner of the subject property by way of Deed and as an heir after the death of this mother who executed a reverse mortgage.

81. The Plaintiff notified the Defendants of the death of his mother. Upon that communication they were notified that they now had a duty to assist him. The assistance should have been in the form of the following:

- Communicate available loss mitigation programs.
- Explain how to submit a complete loss mitigation application.
- Inform him of the status of his application.
- Discuss the appeal process.

- Assign a single person or a team to assist.

82. In the case at hand, the Defendants failed to take the required action instead foreclosing in less than sixty (60) days.

83. The Plaintiff lost his property to an unlawful foreclosure of real estate.

84. The Plaintiff lost his ability to receive proceeds from sale.

85. The Defendants were the cause of his injury in fact.

## **COUNT VI**

### **RIGHT OF REDEMPTION**

86. The Plaintiff repeats and realleges all allegations contained in paragraphs 1 through 85 of the Complaint as fully restated herein.

87. Michigan's Foreclosure Law includes a six-month redemption period for homeowners whose homes have sold at a foreclosure sale.

88. The Defendants failed to provide accounting with an accurate payoff to the Plaintiff.

89. The Defendants rushed through the foreclosure without allowing the defense of the inadequacy of the accounting.

90. The Plaintiff was injured by this action and unable to redeem the subject property.

91. The Plaintiff lost his property to an unlawful foreclosure of real estate.

92. The Plaintiff lost his ability to receive proceeds from sale.

93. The Defendants were the cause of his injury in fact.

### **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff respectfully requests that this Honorable Court enter its judgment as:

- a. that Defendant, and any persons claiming under Defendant, be required to set forth the nature of their claims to Plaintiff's Property;

- b. to decree, declare, and adjudge that Plaintiff owns Property in equity, and is entitled to the quiet and peaceful possession of Property, and that Defendant and all persons claiming under Defendant have no estate, right, title, lien, or interest in or to Property or any portion of the Property;
- c. to permanently enjoin Defendant and all other persons claiming under Defendants from entering the Property; and
- d. awarding to Plaintiff the costs of this action, including attorney fees, and such other and further relief as this court deems just and appropriate.

Dated: March 27, 2023

Respectfully Submitted,

By: /Shakeena G. Melbourne/  
Shakeena Melbourne (P78958)  
Upton Law, PLLC  
Attorney for Defendant  
23205 Gratiot Ave. #354  
Eastpointe, MI 48021  
Office: (248) 677-2019  
Email: Lawyer@uplawpllc.com



## **EXHIBIT A**

**WARRANTY DEED**  
STATUTORY FORM

F535569

L17497 PA717

KNOW ALL MEN BY THESE PRESENTS: That Richard Pobur, a single man

whose address is 14610 Prest, Detroit, Michigan

Convey & Warrant & to Jimmie Lee Haugabook and Mary E. Haugabook, his wife.

whose street number and postoffice address is 8743 Dexter, Detroit, Michigan

the following described premises situated in the City of Detroit County of Wayne and State of Michigan, to-wit: Lot 91 AVON PARK SUBDIVISION of W. 1/2 of N.W. 1/4 of Section 19, except the South 16 3/4 acres, and N. 1/3 of N.E. 1/4 of N.W. 1/4 of Section 19, T. 1 S., R. 11 E., Greenfield Twp., Wayne Co., Michigan. As Recorded L. 30, P. 98 Plats, W.C.R.

RECORDED OCT 15 1970 IN 851  
BERNARD J. YOUNGBLOOD, Register of Deeds  
WAYNE COUNTY, MICHIGAN 48226

together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, for the sum of Twenty-one Thousand Five Hundred Dollars.

subject to building and use restrictions and easements of record.

Dated this 7th day of October 19 70

Signed in the presence of:

Signed by:

*Eldon G. Wolcott*  
Eldon G. Wolcott  
*Gloria Usher*  
Gloria Usher

*Richard Pobur*  
Richard Pobur

STATE OF MICHIGAN } ss.  
COUNTY OF Oakland }

The foregoing instrument was acknowledged before me this 7th day of October

19 70 by Richard Pobur, a single man

My Commission expires Jan. 23, 1973

*Eldon G. Wolcott*  
Eldon G. Wolcott  
6185 Oakland  
Notary Public,  
County, Michigan

This is to certify County Treasurer's Certificate on the property and that taxes are paid for FIVE YEARS previous to date of this instrument EXCEPT

No. 7721  
OCT 14 1971  
Wayne County  
Clerk

City Treasurer's Certificate

When Recorded Return To:

*Shantae P. Prest*  
14610 Prest  
Detroit, Mich.

Send Subsequent Tax Bills To:

Drafted by:

Gloria Usher  
Business Address  
Wolcott Real Estate  
708 N. Woodward  
Royal Oak, Michigan

Tax Parcel # 41583

Recording Fee

Revenue Stamp 23.65

BURTON ABSTRACT AND TITLE COMPANY HAS OPERATED CONTINUOUSLY SINCE 1866

MAKE YOUR REAL ESTATE TRANSFERS SAFE BY USING BURTON TITLE INSURANCE

Document received by the MI Wayne 3rd Circuit Court.  
8187717

Upton Law, PLLC  
23205 Gratiot Ave #354  
Eastpointe, MI 48021



7021 1970 0001 9180 1720



RDC 99



48202

US Attorney's Office for  
the Eastern District of Michigan  
211 W. Fort St., Ste. 2001  
Detroit, MI 48226